

PURCHASING OFFICE - BUREAU DES ACHATS

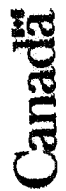
Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON K1A 0L8

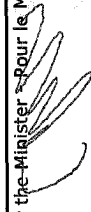
CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor
Nom et adresse de l'entrepreneur**
854447604PG0001
LANNICK CONTRACT SOLUTIONS INC.
601 Bank Street, suite 200
Ottawa, Ontario
CANADA, K1S 3T4



File No. - N° de dossier FP802-190010		Page 1 of 16
Date of Contract - Date du contrat 2019-04-24		
Contract No. - N° du contrat FP802-190010		
Client Reference No. (optional) - N° de référence du client (facultatif) FP887-190002		
Financial Code(s) - Code(s) financier(s) 63803-510-120-4403-00000-6		
Duty - Droits <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded Excl. En sus	Applicable Taxes / Taxes applicables <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded Excl. En sus	
FOB - FAB FOB destination		
Destination FISHERIES AND OCEANS / PÊCHES ET OCÉANS DIRECTOR, ATIP 200 KENT ST. 4TH FLOOR STN. 4N193 OTTAWA ON K1A 0E6		
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : See herein		
Address inquiries to: - Adresser toute demande de renseignements à : Daisy Suk Wah Yee DaisySukWah.Yee@dfo-mpo.gc.ca		
Area code and Telephone No. Code régional et N° de téléphone 343-548-8241	Facsimile No. N° de télécopieur N/A	
Total estimated cost - Coût total estimatif \$816,778.13		
For the Minister - Pour le Ministre 		2019-04-24

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The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

1.1 Optional Services

The Contractor grants to Canada the irrevocable options to acquire the services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option(s) may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option(s) at any time before the expiry of the Contract by sending a written notice to the Contractor.

2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Paul McReavy
- Norma McLelland
- Diane Quirouette
- Dave St-Pierre

3 Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **secret**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **secret** as required, granted or approved by CISD/PSPC
3. The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction

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4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeree must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 2. Industrial Security Manual (Latest Edition)

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daisy Suk Wah Yee
Senior Contracting Officer
Materiel and Procurement Services
Financial and Materiel Management Operations
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cellphone: 343-548-8241
E-mail: DaisySukWah.Yee@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

César Kagame
Director, Access to Information and Privacy Secretariat
Fisheries and Oceans Canada
Government of Canada

200 Kent Street, Station 4N189
Ottawa ON K1A 0E6
Telephone: 613-993-8937
Email: cesar.kagame@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Amy Murdock Garrett
Senior Associate
Lannick Contract Solutions Inc.
601 Bank Street, Suite 200
Ottawa, ON K1S 3T4
Tel: 613-566-7048 ext. 6
Fax: 613-566-7049
Email: amurdock@lannickottawa.com

6 Payment

6.1 Basis of Payment - Firm Per Diem Rates

The Contractor will be paid firm per diem rates as determined in accordance with the Basis of Payment in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

6.2 Canada's Total Liability

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$722,812.50**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

6.4 Time Verification

C0711C (2008-05-12), Time Verification

7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

1. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to dfo.invoicing-facturation.MPO@canada.ca for certification and payment.
 - b. The contract file number and the Project Authority and/or AP Coder's name shall be clearly stated on the invoice.

7.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.2 Payment of Invoices by Credit Card

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card.

8 Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-16TSPS/206/ZT (the "Supply Arrangement"); and
- (g) the Contractor's bid dated 2019-03-04.

11 Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

12 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance

13 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

ANNEX A, STATEMENT OF WORK

ATIP File Review

Categories Intermediate and Junior - 2.11 Information/Records Management/Recordkeeping Specialists

Consisting of processing requests made under the *Access to Information Act* or the *Privacy Act*.

1.1 Objective

To respond to requests made under the Access to Information and Privacy (ATIP) legislation within legislated deadlines, and in conformity with the other requirements of this legislation.

1.2 Background

The Access to Information and Privacy (ATIP) Secretariat has a legislated mandate to respond to formal requests for information under the *ATI* and *Privacy Acts*. Due to the unpredictable nature of requests it can be necessary to require the services of professional ATIP consultants in order to comply with legislated deadlines.

1.3 Requirement:

The work involves review of records requested under the *Access to Information Act*, the *Privacy Act* and preparation for release to requestor consistent with the provisions of the applicable statute, regulations and Treasury Board Policies and Guidelines. This will include preparation of material for release including, but not limited to, redacting records in accordance with the applicable statute, correspondence associated with the requirements of the relevant statute and, where applicable, advising the departmental ATIP Director, requestors, departmental staff, other government institutions, third parties and representatives from the Offices of the Information and Privacy Commissioners.

1.3.1 Deliverables both categories of resources

(The difference in the resource categories relates to the complexity of the files the resources are required to process).

- i) Administrative records – The proposed resource must produce and keep all administrative records created to support the processing of an ATIP file.
- ii) Duplicate and Non-Relevant identification – The proposed resource must be able to identify duplicate and non-relevant records and support these decisions with documented justification.
- iii) Identify and Assign Consultations with OGD's (International, Federal, Provincial and Municipal) and External 3rd Parties – The proposed resource must be able to identify and assign consultations with other government departments/agencies of all levels.
- iv) Review Records and Make Recommendations – The proposed resource must be able to review responsive records and make recommendations on the disclosure of the information based upon the applicable legislation, TBS guidelines, jurisprudence, and relevant experience.
- v) Respond to Investigations – The proposed resource must be able to respond to and negotiate with Investigators from either Access to Information or Privacy oversight body (OIC and OPC respectively).

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1.4 Constraints

The work is to be carried out in the ATIP office at 200 Kent Street, in the National Capital Region.

1.5 Client Support

The Contractor will be provided with access to specialty ATIP case management and redaction software.

1.6 Resources

There are two categories of resources on the contract - Analyst (Junior) and Senior Analyst (Intermediate). The contract is based on four (4) resources - 1 Analyst (Junior) and 3 Senior Analysts (Intermediate). The resources are on an as required basis over the course of the estimated  working days in a year.

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ANNEX B, BASIS OF PAYMENT**A- Contract Period (From Date of Contract to March 31, 2020)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

Category	Name	All Inclusive Fixed Daily Rate
2.11 Information/Records Management/Recordkeeping Specialist - JUNIOR	Paul McReavy	
2.11 Information/Records Management/Recordkeeping Specialist - INTERMEDIATE	Norma McLelland	
	Diane Quirouette	
	Dave St-Pierre	

1. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.
2. It is required that there is one per diem rate that is the same for the Intermediate resources. The rate quoted must not be a combined rate for the 3 resources.
3. The estimated number of days for the Intermediate resources is the total for the 3 resources.

Total Estimated Cost of Professional Fees: \$ 722,812.50

3.0 Total Estimated Cost- Contract Period: \$ 722,812.50

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.2 of the Contract.

B- Options to Extend the Term of the Contract

This section is only applicable if the options to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

s.20(1)(b)

s.20(1)(c)

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B-1 Extended Contract Period One (From April 1, 2020 to March 31, 2021)

The Contractor will be paid all inclusive fixed time rates as follows:

Category	Name	All Inclusive Fixed Daily Rate
2.11 Information/Records Management/Recordkeeping Specialist - JUNIOR	Paul McReavy	
2.11 Information/Records Management/Recordkeeping Specialist - INTERMEDIATE	Norma McLelland	
	Diane Quirouette	
	Dave St-Pierre	

1. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.
2. It is required that there is one per diem rate that is the same for the Intermediate resources. The rate quoted must not be a combined rate for the 3 resources.
3. The estimated number of days for the Intermediate resources is the total for the 3 resources.

Total Estimated Cost of Professional Fees: \$ 722,812.50

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.2 of the Contract.

B-1 Extended Contract Period Two (From April 1, 2021 to March 31, 2022)

The Contractor will be paid all inclusive fixed time rates as follows:

Category	Name	All Inclusive Fixed Daily Rate
2.11 Information/Records Management/Recordkeeping Specialist - JUNIOR	Paul McReavy	
2.11 Information/Records Management/Recordkeeping Specialist - INTERMEDIATE	Norma McLelland	
	Diane Quirouette	
	Dave St-Pierre	

1. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.
2. It is required that there is one per diem rate that is the same for the Intermediate resources. The rate quoted must not be a combined rate for the 3 resources.
3. The estimated number of days for the Intermediate resources is the total for the 3 resources.

Total Estimated Cost of Professional Fees: \$ 722,812.50

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and

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provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.2 of the Contract.

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ANNEX C, SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#34



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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Gouvernement du Canada

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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non ☐ Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract No. - N° du contrat
FP802-190010

Amd. No. - N° de la modif.



COMMON-PS-SRCL#34

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No ☐ Yes
Non Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No ☐ Yes
Non Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

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Contract Number / Numéro du contrat
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) KAGAME	Title - Titre Directeur ATIP	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-943-8937	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel ceson.kagame@psgc.gc.ca	Date 16/04/2019
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay	Title - Titre Security Officer	Signature guay,	Digitally signed by guay, christian Date: 2019.04.17 07:39:53 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel christian	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Daisy Suk Wah Yee	Title - Titre Senior Contracting Officer	Signature Daisy Suk Wah Yee	Digitally signed by Daisy Suk Wah Yee Date: 2019.04.24 12:05:03 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature Saumur, Jacques O	Digitally signed by Saumur, Jacques O DN: c=CA, o=GC, ou=PWSC, cn=Saumur, Jacques O Date: 2017.02.22 13:14:47 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division | Division des contrats sécurité /
Contract Security Program | Programme de sécurité des contrats /
Public Services and Procurement Canada | Services publics et Approvisionnement Canada
Jacques.Saumur@psgc-pwgsc.gc.ca
Telephone | Téléphone 613-948-1732
Facsimile | Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Fisheries and Oceans Canada
Procurement Hub
301 Bishop Drive
Fredericton, New Brunswick, Canada
E3C 2M6

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor
Nom et adresse de l'entrepreneur
Randstad Interim Inc.
Francine Boucher, Director
410-1600 Carling Avenue, Ottawa
Ontario, K1Z 1G3



PWGSC-TPSGC 9400-4 (02/2014)

File No. - N° de dossier FS211-190077		Page 1 of 21
Date of Contract - Date du contrat 2019-06-27		
Contract No. - N° du contrat FS211-190077		
Client Reference No. (optional) - N° de référence du client (facultatif) FP838-190012		
Financial Code(s) - Code(s) financier(s) 65730-528-120-4403-65GCD-6		
Duty - Droits <input checked="" type="checkbox"/> Included Inclus <input type="checkbox"/> Excluded En sus	Applicable Taxes / Taxes applicables <input type="checkbox"/> Included Inclus <input checked="" type="checkbox"/> Excluded En sus	
FOB - FAB Destination 200 Kent Street, Ottawa, Ontario K1A 0E6		
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à: PLEASE SEE WITHIN FOR DETAILS		
Address Inquiries to: - Adresser toute demande de renseignements à : Morgan Marchand Senior Contracting Officer		
Area code and Telephone No. Code régional et n° de téléphone 506-440-9240	Facsimile No. N° de télécopieur 506-452-3676	
Total estimated cost - Coût total estimatif \$109,021.14		
For the Minister - Pour le Ministre Morgan Marchand Digitally signed by Morgan Marchand Date: 2019.07.03 08:30:29 -03'00'		

PART 7 – RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 REQUIREMENT

- a. Randstad Interim Inc. (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is the **Department of Fisheries and Oceans Canada**.
- c. **Reorganization of Client :** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms :** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
Location of Services : Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

a. General Conditions :

2035(2018-06-21), General Conditions-Higher Complexity-Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 - Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

1. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
2. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.



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3. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

The following Supplemental General Conditions:

- i. 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- ii. 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

7.3 SECURITY REQUIREMENT

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "C" to Part B to the Supply Arrangement, applies to the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **secret**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **secret** as required, granted or approved by CISD/PSPC
3. The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide, attached at Annex "C".
 2. Industrial Security Manual (Latest Edition)

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.4 CONTRACT PERIOD

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins at Contract award and ends twelve (12) months after ; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **up to 2 additional 1 year periods** under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

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F5211-190077**7.5 AUTHORITIES****a. Contracting Authority**

The Contracting Authority for the Contract is:

Name : Morgan Marchand
Title : A/ Team Lead, Contracting Services
Organization : Fisheries and Oceans Canada
Address : 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone : 506-440-9240
E-mail address : Morgan.Marchand@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is:

Name : Darrell Comeau
Title : Project Manager
Organization : Fisheries and Oceans Canada
Address : 200 Kent street, 11E219A - 11th floor, Ottawa, Ontario K1A 0E6
Telephone : 613-314-7269
E-mail address : Darrell.Comeau2@dfo-mpo.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

Name : Francine Boucher
Title : Director Public Service Operations
Organization : Randstad Interim Inc.
Address : 410-1600 Carling Avenue, Ottawa, Ontario K1Z 1G3
Telephone :
E-mail address :

7.6 PAYMENT**a. Basis of Payment**

- i. **Professional Services provided with a Firm Price** : For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in Annex B, Applicable taxes extra.

Estimated Cost: \$109,021.14

- ii. **Applicable Taxes** :

Estimated Cost: \$14,172.75



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- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
 - iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
 - v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitments to purchase specific amounts or values of services are described elsewhere in the Contract.
- b. **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
 - ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.
- d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.



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e. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.7 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must submit invoices electronically to: DFO.invoicing-facturation.MPO@canada.ca
CC: AP Coder Zamana Kinkela.

The Contractor must provide the original of each invoice to the Technical Authority. Please ensure that the contract file number and Technical Authority's name are noted on the invoice.

7.8 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.9 COPYRIGHT IN MATERIAL

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.



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7.10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

7.11 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list :

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - ii. 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information
- c. General Conditions 2035 (2018-06-21);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated May 30, 2019.

7.12 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:



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- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



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Canada

Pêches et Océans
Canada

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7.13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability :

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court



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of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.15 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:



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- a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.16 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.17 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.18 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.



ANNEX 'A' STATEMENT OF WORK

1.0 Scope

1.1 Title

Special Advisor Senior - GCdocs Programmer/Analyst

1.2 Introduction

The Department of Fisheries and Oceans Canada (DFO) has the lead federal role in managing Canada's fisheries and safeguarding its waters. The Department:

- Supports strong economic growth in our marine and fisheries sectors by supporting exports and advancing safe maritime trade;
- Supports innovation through research in expanding sectors such as aquaculture and biotechnology; and
- Contributes to a clean and healthy environment and sustainable aquatic ecosystems through habitat protection, oceans management, and ecosystems research.

This procurement is related to the implementation of GCdocs at the Department of Fisheries and Oceans (DFO) and Canadian Coast Guard (CCG). GCdocs is the Government of Canada standard system for document and records management.

DFO is onboarding the Government of Canada (GC) standard system for Electronic Document and Records Management (EDRMS) – GCdocs.

The department requires the services of a professional consultant to liaise with the DFO GCdocs Project Team, so that:

- Corporate information is grouped in a consistent manner;
- Organized in a way that supports effective assignment of user areas; and
- Organized in a way that supports the management of information throughout its lifecycle.

SUMMARY DESCRIPTION OF REQUIREMENT

The consultant will undertake the following tasks for this assignment on an as needed basis, as follows:

- Provide technical advice on implementation plans and system configurations of GCdocs that support effective Recordkeeping within GCdocs framework.
- Utilize knowledge obtained through successful case studies about business processes and configuring GCdocs to meet stakeholder requirements.
- Provide technical advice on how to create file plans as a guide to the creation of folder structures in the GCdocs repository. These folder structures will in turn establish a mechanism for how corporate information will be organized at DFO/CCG and provide a means by which information will be managed through its lifecycle.

The crown will not cover any travel or other living costs.



1.4 Objectives of the Requirement

The department requires the services of a professional consultant to liaise with the DFO GCdocs Implementation Project Team, so that:

- Corporate information is grouped in a consistent manner;
- Information resources of business value are migrated to GCdocs from current EDRMS,
- Organized in a way that supports effective assignment of user areas; and
- Organized in a way that supports the management of information throughout its lifecycle.

2.0 Requirements

The scope of the work includes;

- A GCdocs Special Advisor – Application Architecture, must have expert knowledge of application architecture and technical architecture in the Government IM Domain environment.
- Provide Application Architect advice specifically with Hummingbird and OpenText product lines, including components of eDOCS and Content Server (aka RDIMS and GCdocs within the Government of Canada).
- This consultant should have expert knowledge of GCdocs Application Architecture for an Electronic Document and Records Management System (EDRMS), for an Enterprise Wide Deployment, for a large Canadian Federal Government Department or Agency, and is able to identify opportunities and develop strategies for innovation and the implementation of change.
- This consultant should have expert knowledge of GCdocs Application Architecture for an Electronic Document and Records Management System (EDRMS), that specifically includes developing Migration and Testing strategies from legacy systems.
- This consultant should have experience developing, testing, and deploying business process workflows using GCdocs (Content Server workflows, Web Reports workflows)

Existing resource materials include the following;

- Organizational Charts, existing documentation that describes directorate business functions, services and mandate
- Government of Canada information classification systems developed or endorsed by Library and Archives Canada (LAC) (e.g. Generic Valuation Tools)
- Authoritative documents on information retention provided by LAC and DFO/CCG Retention and Disposition Authority (RDA) documents.



The Project Manager, GCdocs Implementation Project or the Head, IM Systems Planning and Strategies will be available to respond to questions for clarification of IM Policy at DFO, high-level business processes and generalities of the GCdocs implementation at DFO.

2.1 Tasks, Activities, Deliverables

The consultant will undertake the following tasks for this assignment on an as needed basis, as follows:

- Provide technical advice on implementation plans and system configurations of GCdocs that support effective Recordkeeping within GCdocs framework.
- Utilize knowledge obtained through successful case studies about business processes and configuring GCdocs to meet stakeholder requirements.
- Provide technical advice on how to create file plans as a guide to the creation of folder structures in the GCdocs repository. These folder structures will in turn establish a mechanism for how corporate information will be organized at DFO/CCG and provide a means by which information will be managed through its lifecycle.

More specifically, they will be expected to:

- Create new GCdocs web reports if/as required.
- Successfully complete the content migration from the legacy eDOCS records management system into GCdocs, retaining relevant metadata to be outlined by the client.
- Configure client views in GCdocs.
- Develop advanced workflows and aids within the GCdocs framework and capabilities.
- Developing innovative solutions for complex business requirements if/as requested by the client.
- Conducting knowledge transfer activities with clients to ensure support and maintenance of system and innovative solutions post contract.

2.2 Technical, Operational and Organizational Environment

The Special Advisor Candidate must have experience as an Application Architect specifically with Hummingbird and OpenText product lines, including components of eDOCS and Content Server (i.e.RDIMS and GCdocs respectively).

The use and proficiency of GCdocs, MS Excel, MS Word, MS PowerPoint, and Adobe may also be required.

2.3 Method and Source of Acceptance

A period of knowledge transfer between the client and contractor will occur the first two weeks of the contract to ensure that the methodology, background, progress, and next steps are well understood to facilitate delegation of duties from client team members to consultants. Client team members will be coordinating many aspects of the overall project. The Consultant will be expected to work with all members towards the common goals. The Consultant will be given specific tasks though so that there will not be confusion between roles and responsibilities.

Deliverables will be assessed on an ongoing basis. Time sheets will be provided to the project manager at the end of each month for review and approval prior to the submission of monthly invoices.



2.4 Change Management Procedures

Any major changes will be discussed during regular check-ins with the Project Manager as well as during the weekly Project Management Meetings.

2.5 Ownership of Intellectual Property

The delivery of this service does not lead to the creation of Intellectual Property (IP).

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Project Manager for the GCdocs Implementation Project Darrell Comeau, and the Head, IM Planning and Strategies, Ron Sabourin will be available to respond to questions for clarification of IM Policy at DFO, high-level business processes and generalities of the GCdocs implementation at DFO. Additional project support staff will assist to identify key personnel required from directorates for consultation and assist with some meeting arrangements.

3.2 DFO Support

The Client is responsible to;

- Provide information to the contractor about DFO organization that is relevant to the scope and deliverables of this statement of work.
- Assess the quality and completeness of the work performed by the Contractor.
- Provide a workspace complete with work station.
- Facilitate the process to provide a network identification.
- 24 hour notice to the Contractor for cancellation or rescheduling of progress meetings.

3.3 Contractor's Obligations

Weekly progress meetings will be held at a date and time convenient to the Client and Contractor(s) that fall during the Client's normal working hours of Monday to Friday between 8:30 am and 5 pm (Eastern Standard Time). Meetings may be arranged in-person or through distance communication (e.g. teleconference, Web-ex) as deemed appropriate.

When in-person meetings are required related to this statement of work, DFO will provide a meeting space at its 200 Kent Street (or 300 Laurier Ave.), Ottawa location and arranged by Client. Other in-person locations for meetings can be arranged if acceptable to both Client and Contractor.

Progress meetings may be rescheduled or cancelled by the Client when;

- There is no anticipated deliverable or advancement of the objectives.
- Operational demands on the Client do not allow for a meeting.

Progress meetings will be up to one hour in duration but may be shorter as determined by the Client. The Contractor will provide evidence to the Client of work completed.

3.4 Location of Work, Work site and Delivery Point

The majority of work, will be conducted at the Client's work location – 200 Kent Street.

Office space (and work station) will be provided to the Contractor at the client location to permit network connectivity which is pivotal the work required.



When in-person meetings are required related to this statement of work, DFO will provide a meeting space at its 200 Kent Street (or 300 Laurier Ave).

3.5 Language of Work

Documents and meetings related to deliverables for this statement of work will be in English. Meetings and documents required to meet deliverables will be in English, French or both official languages.

3.6 Security Requirements

Security requirements are outlined within the attached SRCL. The contractor(s) will require Secret Clearance. The Contractor(s) will be provided with a user ID card to access 200 Kent and 300 Laurier for the purpose of meeting established work objectives.

Onsite and VPN network access will be provided pending security approval.

3.7 Travel and Living

The crown will not pay for any travel or living expenses incurred for this work.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The work is anticipated to start at contract award and continue throughout its duration. Two option years (2020-2021 & 2021-2022) will be added to allow for flexible and evolving application architect requirements.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Approximately [REDACTED] hours of effort are anticipated during the 2019-20 fiscal year.

An average of [REDACTED] hours of effort per month will be required of the successful bidder.

Option Year 1:

Approximately [REDACTED] hours of effort are anticipated during the 2020-21 fiscal year.

An average of [REDACTED] hours of effort per month will be required of the successful bidder.

Option Year 2 :

Approximately [REDACTED] hours of effort are anticipated during the 2021-22 fiscal year.

An average of [REDACTED] hours of effort per month will be required of the successful bidder.

It is recognized that the bidder may increase their hours some months and decrease them in others to account for vacation time. There will be flexibility to do this as well if some work deliverables are more urgent.



ANNEX 'B' BASIS OF PAYMENT

INITIAL CONTRACT PERIOD:

Initial contract period : 2019-2020 July 1, 2019- June 30, 2020				
Resource Category	Level	(A) All-Inclusive fixed Per-Diem Rate	(B) Applicable Taxes	(A) + (B) = (C) Total all- inclusive Per- diem rate
A.7 Programmer/Analyst Name: Alexandre Pierre	Senior			

OPTION PERIODS:

Option Period 1 : 2020-2021 July 1, 2020- June 30, 2021				
Resource Category	Level	(A) All-Inclusive fixed Per-Diem Rate	(B) Applicable Taxes	(A) + (B) = (C) Total all- inclusive Per- diem rate
A.7 Programmer/Analyst Name: Alexandre Pierre	Senior			

Option Period 2 : 2021-2022 July 1, 2021- June 30, 2022				
Resource Category	Level	(A) All-Inclusive fixed Per-Diem Rate	(B) Applicable Taxes	(A) + (B) = (C) Total all- inclusive Per- diem rate
A.7 Programmer/Analyst Name: Alexandre Pierre	Senior			

**No travel or other living costs will be covered.



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ANNEX 'C' SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#34



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

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Fisheries and Oceans
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Government
of Canada

Gouvernement
du Canada

COMMITTEE/COMITÉ

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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Canada



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Canada

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Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				CONFIDENTIAL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract No. – N° de l'invitation :

F5211-190077



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
3. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Darrell Comeau		Title - Titre Project manager	
Signature 		Date 13/03/19	
Telephone No. - N° de téléphone 613-84-7267	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel darrell.comeau@dfo-mpo.gc.ca	
4. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay		Title - Titre Security Officer	
Signature 		Date 201903.14 08:42:55 -0400	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
5. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
6. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Morgan Marchand		Title - Titre Senior Contracting Officer	
Signature 		Date 2019.06.27 13:44:56 -03'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
7. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature 		Date 201903.08 13:44:47 -03'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division / Division des contrats sécurité /
Contract Security Program / Programme de sécurité des contrats /
Public Services and Procurement Canada / Services publics et Approvisionnement Canada
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Telephone / Téléphone 613-948-1732
Facsimile / Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les biens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor
Nom et adresse de l'entrepreneur

EMERION
368 Dalhousie St, Suite 200
Ottawa ON
K1N 7G3

Tim Brown

AUG 1-9 2019

Canada

PWGSC-TPSGC 9400-4 (02/2014)

File No. - N° de dossier		FP802-190015		Page 1 of 41
Date of Contract - Date du contrat		2019-08-15		
Contract No. - N° du contrat		FP802-190015		
Client Reference No. (optional) - N° de référence du client (facultatif)		FP877-189981		
Financial Code(s) - Code(s) financier(s)		65780 527 120 4802 90768		
Duty - Droits		Applicable Taxes / Taxes applicables		
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus	<input type="checkbox"/> Included Inclus	<input checked="" type="checkbox"/> Excluded En sus	
FOB - FAS		Destination		
Destination		Fisheries and Oceans Canada IM & TS 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :		See herein		
Address inquiries to - Adresser toute demande de renseignements à :		Michael Peters - Senior Contracting Officer michael.peters@dfo-mpo.gc.ca		
Area code and Telephone No. Code régional et N° de téléphone		Facsimile No. N° de télécopieur		
506-429-2359		506-452-3676		
Total estimated cost - Coût total estimé		\$58,000.00		
For the Minister - Pour le Ministre		Digitally signed by Peters, Michael Date: 2019.08.19 11:56:39 -03'00'		

Contract # FP802-190015

**TBIPS MODEL BID SOLICITATION
AND RESULTING CONTRACT CLAUSES**

REQUIREMENT FOR:

One (1) I.11 – Level 3 – Technology Architect

FOR THE

DEPARTMENT OF FISHERIES AND OCEANS

Contract # FP802-190015

Contract # FP802-190015

7.1 REQUIREMENT

- a. Emerion (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "**Client**" is Fisheries and Oceans Canada.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization** :
 - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 1 of Annex A.
 - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the category of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task

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authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

M. any other constraints that might affect the completion of the task.

c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Project Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$100,000.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

e. **Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended)
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;

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- B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended)
- A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TAs.
- f. **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).
- l. **Pre-Cleared Resources:**
The Contractor must:
- i. ensure that the specific individuals named in Annex B of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
 - ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within ____ business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- m. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

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7.3 MINIMUM WORK GUARANTEE

- a. In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

7.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. General Conditions :

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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b. Supplemental General Conditions :

The following Supplemental General Conditions:

- i. 4008 (2008-12-12), Supplemental General Conditions - Personal Information ; apply to and form part of the Contract.

7.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

**Security Requirement for Canadian Supplier: Public Works and Government Services Canada
File #Common-Professional Services Security Requirement Check List #6**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex .

7.6 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31, 2020; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

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7.7 AUTHORITIES**a. Contracting Authority**

The Contracting Authority for the Contract is:

Name : Michael Peters
Title : Senior Contracting Officer
Organization : Procurement Hub - Fredericton
Address : 301 Bishop Drive, Fredericton NB E3C 2M6
Telephone : 506-429-2359
Facsimile : 506-452-3676
E-mail address : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.


b. Technical Authority

The Technical Authority for the Contract is:

Name : Richard Bastien
Title : Manager - Application Services
Organization : IM & TS
Address : 200 Kent Street, Ottawa ON K1A 0E6
Telephone : (905) 691-4785
E-mail address : Richard.Bastien@dfo-mpo.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

Name & Title: Nancy Mirsky - Director, Business Development
Organization: EMERION
Address: 368 Dalhousie Street, Suite 200, Ottawa (Ontario) K1N 7G3
Phone: (613) 241-0222 x ext. 
Fax: (613) 241-2229
E-mail: contracts@emerion.ca

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Contract # FP802-190015

7.9 PAYMENT

a. Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$58,000.00

- ii. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- iii. **Applicable Taxes:**

Estimated Cost: \$7,540.00

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure - Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.

Contract # FP802-190015

- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability
- c. **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
 - i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
 - ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
- e. **Payment Credits**
 - i. **Failure to Provide Resource:**
 - A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
 - B. **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
 - C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply :
 - 1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - 2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
 - ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

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- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to DFO.invoicingfacturation.MPO@canada.ca, and a copy to the Technical Authority.

7.11 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.14 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

7.15 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- c. General Conditions 2035 (2018-06-21);
- d. Annex A, Statement of Work- Annex A including its Appendices as follows;
 - i. Appendix A to Annex A - Tasking Assessment Procedure;
 - ii. Appendix B to Annex A - Task Authorization (TA) Form;
 - iii. Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - iv. Appendix D to Annex A - Certifications at the TA stage
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the signed Task Authorizations including any required Certifications;
- h. the Contractor's bid dated July 22, 2019.

7.17 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.18 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.19 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any

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additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.21 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :

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- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.22 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

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Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.
The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.23 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex "A", which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **Software Services :** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization :
 - i. accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
 - ii. keeping track of the software publisher's software releases for the purpose of configuration control; and
- c. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.

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- d. **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- e. **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

7.24 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.25 REPORTING REQUIREMENTS

The Contractor must provide the following reports to the Contracting Authority at the following times indicated in the individual Task Authorizations.

7.26 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.27 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.28 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed in Annex A (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

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7.29 IMPLEMENTATION

- a. **Finalization of Draft Implementation Plan:** Within ten working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within five working days and resubmit it to Canada for approval.
- b. **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 5 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

7.30 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees to execute the transition tasks identified within Appendix ___ of the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

7.31 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A

STATEMENT OF WORK

Title

Task-Based Informatics Professional Services – One (1) Technology Architect Level 3 to assist with application development and maintenance for the eAccess application as well as other projects and initiatives using similar technologies.

BACKGROUND

Fisheries and Oceans Canada (DFO) has developed and implemented a nationally secure common-look-and-feel electronic access (eAccess) application through a single portal for Fisheries and Oceans (DFO) clients to conduct e-transactions; access information or generate reports on the client's own activities; and access other information related to stakeholder group activities. It allows DFO clients to conduct online business with the department. eAccess provides centralized authentication integration support to DFO online applications using the Government of Canada's Cyber Authentication, GCKey mandated by Treasury Board for all Government of Canada public facing applications. eAccess provides seamless integration with GCKey and enables single sign-on across multiple DFO applications.

Currently DFO has several public-facing applications integrated with eAccess and will likely integrate many more in the coming years. eAccess, as a result, is now considered a mission-critical application for the department since it is the single point of authentication for many DFO applications. DFO needs to develop eAccess further to implement new IT Security requirements and to better adapt eAccess to the growing needs of the department.

RESOURCE REQUIREMENTS

DFO will require one (1) Technology Architect at level 3 to assist with application development and maintenance for the eAccess application. There may also be a requirement for additional work to support other projects and initiatives using similar technologies that may or may not be connected to the eAccess system. The Technology Architect will be required to assist DFO IT personnel in gaining the knowledge required to effectively support the eAccess system as well as other code or applications related to additional work.

Task Authorizations for services will be issued on an "as-and-when required basis".

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TRAVEL AND LIVING EXPENSES

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

SCOPE OF WORK

MAINTENANCE - eACCESS

The primary work under this contract will consist of further development and support of the eAccess system. This will include technology/architecture evaluations and proposals for migration to cloud environments and integration with other DFO/GC systems.

OPTIONAL WORK

Additional application architecture, development and maintenance services may be required for eAccess or other systems, projects or initiatives based on changing/emerging business requirements identified by the DFO Technical Authority. The scope of the additional work as well as the availability of the contracted resource will be assessed as requirements become clear.

GENERAL

The contracted resource will provide guidance to DFO IT staff and transfer knowledge regarding all aspects of the work being performed and the technologies used in order to support DFO staff with the ongoing maintenance and support of the eAccess system as well as other systems that are part of any additional work.

The specific scope of the work will be identified using Task Authorizations.

TASKS

The Contractor's resource is responsible for but not limited to the following tasks:

Technology Architect Level Three:

- Develop and refine the architecture, framework and strategy for the application to meet the business requirements;
- Analyze and evaluate alternative technology solutions to meet business problems
- Assess the impact of new user features on existing web applications;
- Provide times estimates for development and implementation of new user features or use cases;
- Define and document interfaces for application sub systems connecting to external systems or between new and existing systems;
- Write application code for user features defined in design and requirements documents;
- Monitor the need for architectural changes as the Project progresses;
- Write code to write to and read from the database;
- Develop test plans for testing the system;

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- Write Unit tests and test the code prior to releasing it for integration testing;
- Integrate/Support system secure portal with Government of Canada Credential Federation Key (GCCF Key);
- Define assumptions and constraints with regard to physical structure and data collection;
- Develop post-implementation plan for monitoring/ tracking architecture stability.
- Presentations and Demonstrations of the system's functionality;
- Write scripts and procedures to update development, test and production environments;
- Configure, initialize and modify application environments as required;
- Provide guidance and training to DFO IT personnel;
- Provide Quality Assurance and feedback on code written by DFO IT personnel
- Configuration of load balancing software; and
- Conducting load and stress testing.

TECHNICAL ENVIRONMENT FOR eACCESS

All deliverables and services provided by the Contractor shall become integrated within DFO's technical and operational environment.

N-Tier Architecture:

The architecture consists of three logical tiers or layers.

Presentation Layer:

The Presentation Layer manages the web user interface and utilizes Spring workflow Framework.

Business Layer:

The Business Layer contains the eAccess domain model and business services. The business layer utilizes Plain Old Java Objects (POJO), with the Spring Framework providing declarative transaction management services and the Shibboleth System which is a standards based open source software package for web single sign-on across or within organizational boundaries. The Shibboleth System allows sites to make informed authorization decisions for individual access of protected online resources in a privacy preserving manner.

Data/Integration Layer:

The Data/Integration Layer handles the mapping of persistent objects to tables in a relational database. The Data/Integration layer utilizes Hibernate, a lightweight open-source framework for persistence which supports sophisticated transaction control features.

Multiple Servers and Environments

- Operating Systems: Red Hat Linux 6
- Applications: Apache, Shibboleth 2.6 and 3.3, Tomcat, Java
- Database: Oracle 11g Release 2, Oracle 12c
- Data format for exchanging authentication and authorization: SAML 2

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Development Platform/ Environment:

- Development Methodology: Agile Development Methodology
- Development Tools: Eclipse, Visual Studio 2010,
- Development Frameworks: Sun JDK/JRE 1.8, Hibernate 4.x and Spring 4.x,
- Controls: Infragistics
- Web Server: Apache 2.2, IIS
- Application Server: Tomcat 8.0, Window Server 2003 and 2008
- Language: Java, C#, PHP,
- Operating Systems: Red Hat Linux, Microsoft Windows
- Database: Oracle 11g, 12c
- Source Control: Subversion (SVN)
- Reporting Tool(s): ActiveReports

GENERAL TECHNICAL INFORMATION

Common Language Environment:

DFO HAS IMPLEMENTED A COMMON LANGUAGE MANAGEMENT SYSTEM (CLAMS), A REFERENCE DATA SYSTEM FOR STANDARD TERMINOLOGY ACROSS NATIONAL AND REGIONAL APPLICATION SYSTEMS.

Security Environment:

The system does not store, transmit or otherwise process sensitive information higher than Protected B.

DFO has formal application security standards that must be complied with while maintaining or enhancing the eAccess Portal. The eAccess application complies with Treasury Board policies and standards and interfaces with GCCF Key, the Public Services and Procurement Canada Cyber-Authentication Model. GCKey is the evolution of the previous Access Key service mandated by Treasury Board Secretariat.

Agile Software Methodology for Product Development:

The application has been developed and implemented utilizing an agile approach. Automated unit testing and integration testing are required throughout the development cycle (iterations and releases). The requirement includes the need to build use cases for client feature development with monthly iterations resulting in quarterly releases to be showcased to the clients.

Web Experience Toolkit and WCAG:

The application supports the Government of Canada standards and must remain current with versions of the Web Experience Toolkit (WET) while maintaining Web Content Accessibility Guidelines (AA level) at all times. New work implemented in the presentation layout should always be performed using a recent version of WET.

Standard Desktop Environment:

- Windows 7 or 10;
- MS Office Suite
- Microsoft Internet Explorer, Mozilla Firefox and Chrome

METHOD AND SOURCE OF ACCEPTANCE

All services rendered under the Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized.

CHANGE MANAGEMENT

The DFO Technical Authority will approve the Task Authorizations that reflect any Change Requests that have been approved for eAccess or other applications before any development activity may be undertaken by the contractor's resources. This approval will include the expected version or revision of the System in which each change will be made active and the targeted release identification.

DELIVERABLES

The deliverables will be produced in English unless otherwise specified in the Task Authorization as they relate to programming languages. The specific deadlines and schedules for the deliverables will be identified in the Task Authorization. The deliverables are expected to include:

- Impact Statements, including a description of the reparation or change design, level of effort by resource type and duration;
- Self-documented program code explaining how the changes affect system functionality. The documentation in the program code will include a cross-reference to Change Request (CR) or Problem Report (PR) number;
- Clearly described test scenarios and, subsequently (in collaboration with the client), proof of testing (Test Result Report), expected and actual test results and explanation of any discrepancy between expected and actual test results;
- Prepare new or provide updates for systems architectures, application technologies and specifications, data models, System process models, screen layouts, knowledge repositories, etc.;
- Clearly written descriptions for client use in developing Help, (User Guides, release notes and training materials;
- A record of all modules affected by the change;
- Periodic updates to any component middleware or 3rd party controls used by the system as recommended by the vendor; and
- Release packages including, upgrade scripts, associated Bill of Materials and upgrade guideline document.

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REPORTING REQUIREMENTS

When a Task Authorization has been issued each resource must provide a weekly status report in MS Word (or plain text) electronically to the Technical Authority identified in the Task Authorization outlining what work was undertaken during the reporting period, what work is still outstanding, and any issues or concerns that the resource wants to identify to the attention of the Project Authority. Weekly and Monthly timesheets must also be provided, with the monthly timesheet requiring signoff by the Technical Authority.

LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The majority of the work is to be performed within the DFO development / quality assurance environment which can be done through remote secure VPN access from the Contractor's site using a DFO issued computer. The resource provided by the contractor may be required to meet with stakeholders at the Fisheries and Oceans Canada office building at 200 Kent Street in Ottawa, ON. They will also be required to participate in regular meetings and conference calls.

CONTRACT PERIOD

Professional Services are required on an "as-and-when required basis," from the date of contract award to March 31st, 2020. The Task Authorization associated to this Contract is estimated at a level of engagement and is not to be considered in any way as a commitment from Canada.

DFO reserves the right to exercise an additional three (3) year option period(s) from April 1st, 2020 to March 31st, 2021; April 1st, 2021 to March 31st, 2022; and April 1, 2022 to March 31, 2023.

This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from the Government of Canada.

DFO SUPPORT

Due to security concerns, DFO will provide the Contractor with the use of a laptop upon which all development work emanating from this Contract must be undertaken. The Laptop is to be used exclusively for this requirement.

CONTRACTOR'S OBLIGATIONS

In addition to the obligations already defined and to be defined in the Task Authorization, the Contractor must use the laptop that is provided by DFO exclusively for the work under this requirement and must return the laptop in working order at the end of the Contract period to the DFO Project Authority.

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BILLINGS

The Contractor will bill DFO on a monthly basis for the assigned task(s)/deliverable(s) outlined in the Task Authorization. Task Authorization monthly invoices should include a brief description of tasks/deliverables, and resources assigned along with associated hours and corresponding timesheets.

LANGUAGE OF WORK

The proposed resources **must** be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at an intermediate level. All deliverables must be in English.

Please see below legend.

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

APPENDIX 1 TO ANNEX A

TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix 2 to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix 3 of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix 4 to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained.

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In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix 3 to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX 2 TO ANNEX A

TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:		Contract Number: FP802-190015		
Commitment Number:		Financial Coding:		
Task Number: XX		Date:		
TA Request (For completion by Project Authority)				
1. Description of Work to be Performed <div style="text-align: center;"> Statement of Work [Insert details] </div> <div style="text-align: center; margin-top: 10px;"> Description of any Deliverable(s) required (including the required format and media) [Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract] </div>				
2. PERIOD OF SERVICES		From:	To:	
3. Work Location		[Indicate where the work will be performed]		
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Other Conditions /Restrains		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. Task Proposal (insert rows as required) Check (<input type="checkbox"/>):		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$ _____
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other Select the Security Level as written in the contract				
8. BILINGUALISM (if applicable)				
		<input type="checkbox"/> YES		<input type="checkbox"/> NO
List of the categories of personnel for whom the bilingualism is required: [List the categories of personnel requiring bilingualism]				
TA Proposal (For completion by Contractor)				
9. Estimated Cost Contract <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
Professional services estimated cost	Total			
GST/HST				
Grand Total				

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TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> [Insert de Name of the Client Department] [type or print]	Project Authority<Client Department>	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of DFO [type or print]	DFO Contracting Authority	Date
11. Basis of Payment & Invoicing		
In Accordance with the article entitled "Basis of Payment" in the Contract.		
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.		
Original invoices shall be sent to DFO.invoicing-facturation.MPO@canada.ca c.c. the Project Authority.		

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APPENDIX 3 TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Resource Assessment Criteria:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

NOTE: Each project summary must not exceed one page in length

Item	Mandatory Requirement Category: TBIPS – <u>Technology Architect (I.11) Level 3</u> Resource Number ONE Resource Name:	Meets Criteria (✓)	Proposal Page No.
M1a	Education The proposed resource must have a university degree in computer science, software engineering, software programming or in a field related to technical architecture or a minimum two (2) year college certificate in a related field to Technology Architect will be acceptable if a resource can provide a copy/proof of education.		

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M1b	<p>Experience</p> <p>The proposed resource <u>must</u> demonstrate, using project descriptions, a minimum of twenty-four (24) months of experience within the last sixty (60) months in the following activities:</p> <ul style="list-style-type: none"> i. Designing, developing and implementing Federated Identity Management solutions that integrate with Government of Canada Credential Federation (GCCF) infrastructure of which at least twelve (12) months was with the PWGSC Access Key; ii. Developing, modifying and writing Java source code for J2EE using both Hibernate and Spring. For this requirement Hibernate and Spring do not have to be used on the same project but there must be clear demonstration of twenty-four (24) months of experience with each and at least twelve (12) months of each must be with Hibernate 4.x and Spring 4.x; iii. Developing and implementing identity management solutions utilizing Shibboleth 2x and 3x for IT projects for the Government of Canada; and iv. Configuring Apache web server and Tomcat application server or commercial equivalent such as Oracle WebLogic or WebSphere for deployments of web applications. <p><u>NOTE:</u> While the same project does not have to meet all of the attributes, in order to be compliant the resource must have performed all four (4) (i, ii, iii and iv) attributes for the identified time frame.</p>		
M1c	<p>The proposed resource <u>must</u> demonstrate, using project descriptions, a minimum of one hundred and twenty (120) months of experience in performing the duties of a Technology Architect as detailed in the SOW as well as defined in the TBIPS (SA) resource category.</p>		

*** Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed non-compliant and therefore will not be given any further consideration.***

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2.0 Point Rated Resource Assessment Criteria:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids **MUST** achieve a minimum score of 70% of the total score of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 70% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

NOTE: Each project summary must not exceed one page in length.

TBIPS Consultant Category: Technology Architect Level 3 Resource Number ONE Resource Name:	Max Points	Demonstrated Experience	Reference to Résumé: Page # & Project #
Point Rated Criteria			
R1a) Additional Experience The proposed resource must demonstrate, using project descriptions, that he/she has more than twenty-four (24) months of experience within the last sixty (60) months in the following activities: Referred to M1bii. Developing, modifying and writing Java source code for J2EE using both Hibernate and Spring. NOTE: To obtain any points both Hibernate and Spring must have been used. The additional experience does	3		

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<p>NOT have to be with Hibernate 3 or Spring 2.5.</p> <p><u>Evaluation Grid:</u> 25 – 37 months = 1 point 38 – 50 months = 2 points 51 months + = 3 points</p>			
<p>R1b) Referred to M1biii. Developing and implementing identity management solutions utilizing Shibboleth for IT projects for the Government of Canada.</p> <p>NOTE: To obtain any points, Shibboleth 3x must have been used.</p> <p><u>Evaluation Grid:</u> 25 – 31 months = 1 point 32 – 38 months = 2 points 39 – 45 months = 3 points 46 months + = 4 points</p>	4		
<p>R1c) Experience with GCKey</p> <p>The proposed resource must demonstrate, using project descriptions, that he/ she has experience in designing, developing or programming an IT application using the GCCF GCKey;</p> <p><u>Evaluation Grid:</u> 1 project = 2 points 2 projects = 4 points 3 projects + = 6 points</p>	6		
<p>R1d) Experience with Delegation of Access Privileges</p> <p>The proposed resource must demonstrate, using project descriptions, that he/she has experience in designing and implementing delegation of access privileges solutions.</p>	4		

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Evaluation Grid: 1-6 months = 1 point 7-13 months = 2 points 14 – 20 months = 3 points 21 months + = 4 points			
R1e) Experience with open Standard SAML The proposed resource must demonstrate, using project descriptions, that he/she has experience in using the open Standard SAML for exchanging authentication and authorization data between security domains. Evaluation Grid: 1-12 months = 1 point 13 – 25 months = 2 points 26 months + = 3 points	3		
Total	20		
* The Proposed Resource MUST obtain at least the minimum 70% Pass Mark (14 points).			

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APPENDIX 4 TO ANNEX A CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE -

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

s.20(1)(b)

s.20(1)(c)

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ANNEX B

BASIS OF PAYMENT

The rates specified below, include the total estimated cost of all travel and living expenses that may need to be incurred for:

d. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR) or the specified metropolitan region. The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.

e. travel between the successful bidder's place of business and the NCR or the specified metropolitan region; and

f. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Note: The per diem rates must not be a combined rate and must be the same for all resources of this category level.

INITIAL CONTRACT PERIOD:

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract.

Customs duties are included and Applicable Taxes are extra.

Category	Level of Expertise	Firm Daily Rate
I.11 Technology Architect	Level 3	

OPTION PERIODS:

During the extended period of the Contract, the Contractor will be paid the following firm daily rates to perform all the Work in relation to the contract extension.

Option Period 1 – April 1, 2020 to March 31, 2021

Category	Level of Expertise	Firm Daily Rate
I.11 Technology Architect	Level 3	

Option Period 2 – April 1, 2021 to March 31, 2022

Category	Level of Expertise	Firm Daily Rate
I.11 Technology Architect	Level 3	

Option Period 3 – April 1, 2022 to March 31, 2023

Category	Level of Expertise	Firm Daily Rate
I.11 Technology Architect	Level 3	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Fisheries and Oceans Canada</i>		2. Branch or Directorate / Direction générale ou Direction <i>INATS / FMCS</i>
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail <i>Application maintenance support for eAccess. Application development and maintenance for other projects as initiated as needed.</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract # FP802-190015

COMMON-PS-SRCL#6



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)			
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :			
<input checked="" type="checkbox"/>	No	Yes	
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?			
<input checked="" type="checkbox"/>	No	Yes	
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :			
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)			
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
<input checked="" type="checkbox"/>	RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/>	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/>	SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/>	SECRET SECRET
		<input type="checkbox"/>	NATO SECRET NATO SECRET
		<input type="checkbox"/>	TOP SECRET TRÈS SECRET
		<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?			
<input checked="" type="checkbox"/>	No	Yes	
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?			
<input checked="" type="checkbox"/>	No	Yes	
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)			
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS			
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?			
<input checked="" type="checkbox"/>	No	Yes	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?			
<input checked="" type="checkbox"/>	No	Yes	
PRODUCTION			
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?			
<input checked="" type="checkbox"/>	No	Yes	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)			
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?			
<input checked="" type="checkbox"/>	No	Yes	
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?			
<input checked="" type="checkbox"/>	No	Yes	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Contract # FP802-190015

COMMON-PS-SRCL#6



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité UNCLASSIFIED
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Canada

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Claude Gallant		Title - Titre Director, FMCS	Signature 
Telephone No. - N° de téléphone 506-850-9749	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Claude.Gallant@psgc-pwgsc.gc.ca	Date Dec 3 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay		Title - Titre Security Officer	Signature guay, christian Digitally signed by guay, christian Date: 2018.12.05 11:34:26 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Michael Peters		Title - Titre Senior Contracting Officer	Signature 
Telephone No. - N° de téléphone (506) 429-2359	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Dec 30, 2019
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Saumur, Jacques O Digitally signed by Saumur, Jacques O DN: cn=CA, o=GC, ou=PMOSC, IPSC, gn=Saumur, Jacques O Date: 2017.02.02 11:48:29 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division / Division des contrats sécurité /
Contract Security Program / Programme de sécurité des contrats /
Public Services and Procurement Canada / Services publics et Approvisionnement Canada
Jacques.Saumur@psgc-pwgsc.gc.ca
Telephone / Téléphone 613-948-1732
Facsimile / Télécopieur 613-948-1712

Security Requirement for Canadian Supplier: Public Services and Procurement Canada File #Common-Professional Services Security Requirement Check List #6

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)

The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid reliability status, granted or approved by CISD/PSPC

The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction

Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC

The Contractor/Offeror must comply with the provisions of the:

TBS/SCCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

 Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

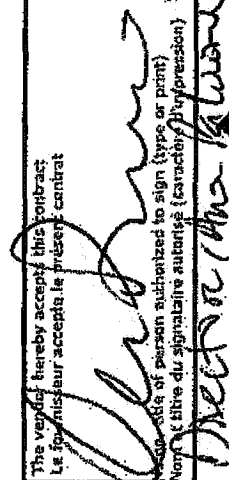
Fisheries and Oceans Canada
Procurement Hub
301 Bishop Drive
Fredericton, New Brunswick, Canada
E3C 2N6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therein.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou indiquées par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, aux(x) prix indiqués(s).

The vendor hereby accepts this contract.
Le fournisseur accepte le présent contrat.


Signature of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractères d'impression)

Date

03/29/2019

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Altis Professional
102 Bank Street Suite 302
Ottawa, ON K1P 5N4

Attn: Ana Palmirino



PWGSC-TPSGC 5409-10 (02/97)

PWGSC File No. - N° de référence des TPSCC		Page 1 of 19
Date of Contract - Date du contrat 2019-08-28		
Contract No. - N° du contrat F5211-190075		
Resolution No. - N° de la demande Order Office Bureau demandeur FP918	Yr An 19	Serial No. N° de série
Financial Code(s) - Code(s) financier(s) 6H100-310-120-4403-00000-6		
Duty - Droits see herein		
F.O.B. - F.A.B.		
Destination		
Goods and Services Tax - Taxe sur les produits et services excluded		
Destination Fisheries and Oceans Canada HMES Director General Office 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: see herein		
Address inquiries to: Adressez toute demande de renseignements à: Emmanuelle Porter Contracting Officer		
Telephone No. N° de téléphone (506) 452-3518	Facsimile No. N° de télécopieur (506) 452-3676	Digitally signed by Emmanuelle Porter Date: 2019.08.29 12:28:47 -0300
Total est. cost - Coût total est. \$40,800.00		For the Minister - Pour le Ministre Emmanuelle Porter

**TSPS BID SOLICITATION
AND RESULTING CONTRACT CLAUSES**

REQUIREMENT FOR:

ONE (1) 1.8 STAFFING CONSULTANT - SENIOR

FOR THE

DEPARTMENT OF FISHERIES AND OCEANS

CONTRACT # F5211-190075

CONTRACTING AUTHORITY: EMMANUELLE PORTER

EMMANUELLE.PORTER@DFO-MPO.GC.CA

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PART 7 - RESULTING CONTRACT CLAUSES

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

7.1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (2016-04-04) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The

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replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.

3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17 - Interest on Overdue Accounts, of 2035 (2016-04-04) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience, of 2035 (2016-04-04) General Conditions - Higher Complexity - Services**, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract.
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.2.2 Supplemental General Conditions

4007 (2010-08-06), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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7.2.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Sarah Vincent

7.3 Security Requirement

The following security requirement (SRCL and related clauses provided by the Contract Security Program apply and form part of the Contract:

The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid **Designated Organization Screening (DOS)** with **approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

The Contractor/Offoror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD) and PWGSC.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the DFO or the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**, including an IT Link up to the level of **PROTECTED B**.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

The Contractor/Offoror must comply with the provisions of the:

- a. Security Requirements Check List and security guide, attached at Annex "C";
- b. *Industrial Security Manual* (Latest Edition).

the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as follows:

Address: _____
Street Number / Street Name, Unit / Suite / Apartment Number: _____
City, Province, Territory / State: _____
Postal Code / Zip Code: _____

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract award to **March 31, 2020 inclusive**.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Emmanuelle Porter
Title: A/Senior Contracting Officer
Fisheries and Oceans Canada
Material and Procurement Services Branch
Directorate: Material and Procurement Services
Address: Procurement Hub – Fredericton, 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-452-3518
E-mail address: emmanuelle.porter@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: Natasha Clark
Title: Resource Planning Officer
Organization: Fisheries and Oceans Canada
Address: 200 Kent Street
Ottawa, ON K1A0E6
Telephone: 343-542-9557
E-mail address: Natasha.clark@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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7.5.3 Contractor's Representative

Name: Ana Palomino
Organization: Altis Professional
Address: 102 Bank Street
Suite 302
Ottawa, ON K1P 5N4
Telephone: 613-230-5350
E-mail address: [REDACTED]

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Limitation of Expenditures

For the Work described in the Statement of Work in Annex A:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$40,800.00. Customs and duty are included and Applicable Taxes are extra.

7.6.2 Canada's Total Liability

For the Work described in the Statement of Work in Annex A:

- A. Canada's total liability to the Contractor under the Contract must not exceed \$40,800.00. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 Method of Payment

For the Work described in the Statement of Work in Annex A:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2014-06-26), Cost Submission

7.6.5 Electronic Payment of Invoices - Contract.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include:

- a. The number of days spent by each resource
 - b. the monthly progress report (a template for the progress report will be provided by the project authority upon contract award).
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to dfoinvoicing-mpofacturation@canada.ca with ap coder cc; natasha.clark@dfo-mpo.gc.ca for certification and payment.

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9 Applicable Laws.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-06);
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated June 17, 2019.

7.11 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.12 Limitation of Liability - Information Management/Information Technology

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

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- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

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7.14 Professional Services

The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.15 Reorganization of Client

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.16 No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

Provide staffing support and advice on various national processes required by the Ecosystems Management Directorate.

1.2 Introduction

Provision of advice and support at the various steps of staffing processes for various positions within the Branch and to create national pools of qualified candidates.

1.3 Objectives of the Requirement

DFO requires staffing processes to be run to support the Ecosystems Management Directorate. The organization is seeking the professional services of ProServices stream 8.8 Staffing Consultant for to manage and execute required HR activities on an 'as when and needed' basis.

1.4 Background, Assumptions and Specific Scope of the Requirement

The resource is required to assist the Ecosystems Management Directorate with provision of advice and support throughout various staffing processes in the Ecosystems Management Directorate in Ottawa and to create national pools of qualified candidates. This includes provision of advice and support throughout the process as well as a comprehensive report describing the results of each candidate at each stage of the evaluation process and will be done in collaboration with a Selection Board that will be established for these processes.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Process Preparation:

- Ramp up on processes (meetings and reading)
- Review and update SOMCs: create posters with HR
- Complete a master rating guide for the processes, including all relevant marking grids
- Coordinate the approval of all major documents

Material Generation:

- Develop test materials
- Develop interview guides
- Develop reference check guides
- Develop any other relevant material required for evaluation

Process Deliverables:

- Screen all resumes
- Coordinate and execute tests
- Mark the tests
- Create a list of candidates for the interview process
- Gather and collate interview results
- Participate on the interview panel
- Complete the reference checks
- Coordinate the collation of results
- Complete informal discussions as requested

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Documentation:

- Documentation of all results provided in a manner acceptable to HR or the completion of the process
- Submit documentation to HR

Other HR Support:

- Other HR Activities as requested by the Project Authority

The consultant(s) will be responsible for the delivery of the above mentioned HR activities and coordination with Human Resources.

The contract authority understands that the following are not included in the scope of work associated to this contract:

- Scheduling the interviews,
- Escalated informal discussions as required,
- The completion of internal staffing documentation (HR Request Forms),
- Coordination and completion of language testing as required,
- Translation of all documents as required (including, but not limited to all invitations, examinations interview questions, reference questions).

2.2 Reporting Requirements

Outlined in Section 2.1.

2.3 Project Management Control Procedures

The Project Authority for this contract will be the Director General, Ecosystem Management Directorate. The Director will ensure timely delivery and the appropriate quality control of the services delivered according to the timelines of this project and the standard rules of DFO HR processes.

2.4 Change Management Procedures

Any changes to the scope of the process will have to be authorized by the Project Authority.

2.5 Ownership of Intellectual Property

No IP is anticipated to be created; however, if it is created it will remain with the Crown.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Director General, Ecosystem Management Directorate will be the Departmental Representative and the contracting Authority. Administration and invoicing questions will be handled by the Administrative Assistant of the Director General.

3.2 Client Support

The contractor will need to access Centennial Towers, 200 Kent Street on a regular basis for the various meetings during the preparatory phase with the selection board and for the interviews. Interviews may have to be held outside of the National Capital Region. In such cases, the interviews will be conducted via videoconferencing from 200 Kent Street in Ottawa.

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3.3 Contractor's Obligations

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

Payment will be made upon receipt of invoice providing the relevant details about the work accomplished.

3.4 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel located at 200 Kent Street.

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3.5 Language of Work

The work will be performed in English. The consultant must processes at a minimum an Advanced-level in English in all three competences.

Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	A person writing at this level can: <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	A person reading at this level can: <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	A person reading at this level can: <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	A person writing at this level can: <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

3.6 Security Requirements

It is a condition that, prior to the performance of any obligation under any contract resulting from this RFO, the contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the Reliability level.

3.7 Travel and Living

Interviews may have to be held outside of the National Capital Region. In such cases, the interviews will be conducted via videoconferencing from 200 Kent Street in Ottawa.

s.20(1)(b)

s.20(1)(c)

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ANNEX B, BASIS OF PAYMENT

A- Contract Period:

From date of Contract award to March 31, 2020.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

Table 1: Professional Fees		Contract Period (Award to March 31, 2020)	
Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm Per Diem Rate
1.8 Staffing Consultant	Senior	Sarah Vincent	

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period April 1, 2020- March 31, 2021.

Table 1: Professional Fees			
Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm Per Diem Rate
1.8 Staffing Consultant	Senior	Sarah Vincent	

B-2 Extended Contract Period April 1, 2021- March 31, 2022.

Table 1: Professional Fees			
Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm Per Diem Rate
1.8 Staffing Consultant	Senior	Sarah Vincent	

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

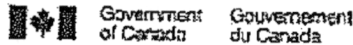
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Employment Management	
1. a) Subcontract Number / Numéro du contrat de sous-traitance		1. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
1. Brief Description of Work / Brève description du travail Staffing support for the Employment Management Directorate			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
1. Indicate the type of access required / Indiquer le type d'accès requis			
5. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
5. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
1. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
1. b) Release restrictions / Restrictions relatives à la diffusion		1. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
1. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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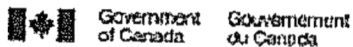
PART A (continued) / PARTIE A (suite)	
9. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
10. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux:	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Ou personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, with unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les opérations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
11. e) Will there be an electronic link between the supplier's IT systems and the government's department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou du organisme gouvernementale?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	

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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	RESTRICTED / PROTÉGÉ	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information Assets / Informations / Données		✓												
Facilities / Installations														
IT Media / Support TI		✓												
IT Tools / Outils informatiques														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Are the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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